



AwardStage Software as a Service Agreement

For and on behalf of

(1) Oval Systems Ltd T/A AwardStage

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THE COACH HOUSE, 16B HIGH STREET, GODALMING, SURREY, GU7 1EB, UNITED KINGDOM

AwardStage is a trading style of Oval Systems Ltd. Registered Office: The Coach House, 16B High Street, Godalming, Surrey, GU7 1EB. Registered in England and Wales: No. 04878752

THIS AGREEMENT is

BETWEEN:

- (1) **OVAL SYSTEMS LIMITED** T/A AwardStage, registered in England and Wales with company number 04878752 whose registered office is at The Coach House, 16B High Street, Godalming, Surrey GU7 1EB, United Kingdom (the "**Company**"); and
- (2) **CLIENT** (the "**Client**"). [Client Name]

WHEREAS:

- (A) The Company has developed a software platform ('AwardStage') for the purposes of enabling its clients to organise the process of arranging, judging, and granting professional awards, which it makes available via the internet on a 'software as a service' (SaaS) basis.
- (B) The Client wishes to use the Company's service in the course of its business operations.
- (C) The Company has agreed to provide and the Client has agreed to take and pay for the Company's service subject to the terms and conditions of this Agreement.

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Accepted": means the acceptance by the Client of the Software and Services provided by the Company, as described in clause 3.5.

"Entrant": means an individual who has been granted access by the Client to the Service for the purpose of being assessed and considered for an Award by Judges.

"Authorised Users": means individuals to whom the Client or the Company has granted access to the Service.

"Award": means an award, prize or score defined by the Client and assigned to an Entrant via the Service.

"Business Day": means a day other than a Saturday, Sunday or public holiday in England.

"Change of Control": shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

"Data": means the data inputted or provided by Entrants or Judges using the Service which may without limitation include data about other users of the system, individuals being considered for Awards (who may or may not be Entrants) and other information about industry and markets more generally.

"Confidential Information": means information that is proprietary or confidential and is either clearly labelled as such or falls under clause 9.

"Documentation": means the information made available to the Client by the Company online via www.awardstage.com or such other web address notified by the Company to the Client from time to time which sets out a description of the Services and the user instructions for the Services.

"Enhancement Fee": means the fee for the provision of an Enhancement set out in an Enhancement Specification. An enhancement is defined as any modification to the software that is requested following the Acceptance.

"Enhancement Fee Subscription Supplement": means an increase in the Subscription Fee pursuant to clause 11.

"Effective Date": means the date of this Agreement.

"Enhancement": means an enhancement of the Software pursuant to clause 11.

"Entry" means data submitted in an approved form by an Entrant, which shall be considered in relation to an awards programme set up by the Client using the Service. "Entries" and similar terminology shall be interpreted accordingly.

"Initial Subscription Term": a period of 12 months commencing on the Effective Date.

"Judge": means an individual who has been granted access to the Service for the purpose of evaluating information provided by Entrants and scoring/judging Entries.

"Normal Business Hours": 9.00 am to 5.30 pm local UK time, each Business Day.

The "Purposes": means the generation, analysis and structuring of data for the purpose of awards management, which may include providing systems to enable Authorised Users to submit information concerning Entrants; enable Judges to consider, discuss and rank Entrants (and/or other individuals) in respect of Awards; enabling Entrants to view Awards for which they are eligible, for which they have been considered, and which they have been awarded; and any and all gathering and use of data for similar or allied purposes.

"Renewal Term": a one year period starting at the expiry of the Initial Subscription Term or any anniversary of such expiry.

"Support Levels": means the levels of performance to which the Services are to be provided to the Customer by the Company as set out in Schedule 2.

"Service" and "Services": means the Client's instance of the awards management service provided by the Company to the Client under this Agreement via www.awardstage.com or any other website notified to the Client by the Company from time to time, as more particularly described in the Documentation.

"Software": the online software applications provided by the Company to deliver the Services.

"Subscription Fee": the fee payable by the Client to the Company for the hosting and maintenance of the Software as set out in Schedule 1 but subject to Subscription Fee Increases.

"Subscription Fee Increase": an increase in the Subscription Fee to reflect an Enhancement Fee Subscription Supplement.

"Subscription Term": has the meaning given in clause 14.2 (being the Initial Subscription Term together with any subsequent Renewal Terms).

"Virus": any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

I.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

I.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

I.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

I.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

I.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

I.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

I.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

I.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. SUBSCRIPTIONS

2.1 Subject to the payment by the Client of the Subscription Fees, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Company hereby grants to the Client a non-exclusive, non-transferable right to use and to permit Authorised Users to use the Services.

2.2 In relation to the Authorised Users, the Client recognises that it will have the ability to regulate access to and use of the Service by Authorised Users as set out in the Documentation, accordingly it undertakes that:

2.2.1 it will not allow or suffer any individual account, username, or other unique online identifier, to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

2.2.2 it will ensure that each Authorised User shall keep secure any password that has been issued by the Service; which it has created in order to use the Service; or which it uses in respect of any other service via which it may gain access to the Service, and that each Authorised User shall keep their password confidential;

2.2.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Company within 5 Business Days of the Company's written request at any time;

2.2.4 it shall permit the Company to check compliance with the provisions of clause 2. This right shall be exercised with reasonable prior notice, in such a manner as not substantially to interfere with the Client's normal conduct of business;

2.3 The Client shall not, nor suffer or permit an Authorised User to, access, store, distribute or transmit any material during the course of its use of the Services that:

2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

2.3.6 is a Virus; or

2.3.6 is otherwise illegal or causes damage or injury to any person or property;

and the Company reserves the right, without liability or prejudice to its other rights, to disable the Client's access to any material that breaches the provisions of this clause and, without notice, to suspend its use of the Services.

2.4 The Client shall not, unless it is allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

2.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish,

download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

2.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.4.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.4.4 use the Services and/or Documentation to provide services to third parties; or

2.4.5 subject to this clause 2 and 22, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

2.4.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under the terms of this Agreement.

2.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Company.

2.6 The rights provided under this clause 2 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

3. SERVICES

3.1 The Company shall, during the Subscription Term, provide the Services and make available the Documentation to the Client on and subject to the terms of this Agreement.

3.2 The Company shall use commercially reasonable endeavours to ensure that the Services will, subject to clause 13.5, be provided to the levels of performance specified in the Support Levels which are detailed in Schedule 2.

3.3 The Client shall, within fourteen days of the date on which it is first supplied with the Services, report to the Company any failure by the Software to comply in all material respects with the specification of its functions set out in the Documentation.

3.4 Where the Client reports a material defect as described in clause 3.3, the Company shall endeavour to remedy the reported defect within 14 days, whereby the process described in clause 3.3 shall be repeated.

3.5 In the event that the Client does not report any material failure by the Software to perform to the specification set out in the Documentation, then the client shall be deemed to have Accepted the Software and the Services and shall become due to pay invoices as set out in clause 8.

3.6 In addition to the provisions outlined above, the Company will provide the Client with access to a knowledgebase as well as an online support channel for ongoing support queries.

4. USE OF DATA

4.1 The Client grants to the Company a limited and non-exclusive license to use the Data only to the extent necessary for the performance of the Services and for the Purposes. Client warrants that it has all necessary licenses, consents, and permissions necessary to grant the rights under this clause.

4.2 Other than as specifically set out in this Agreement, the Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Data.

4.3 The Company shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party.

4.4 For the purposes of this Agreement the Client shall be the data controller and the Company shall be a data processor and in any such case:

4.4.1 the Company shall process the data in accordance with Schedule 3 (GDPR Protection Schedule);

4.4.2 the Client shall ensure that it is entitled to transfer any relevant personal data that it sends to the Company so that the Company may lawfully use, process and transfer that personal data in accordance with this Agreement on the Client's behalf;

4.4.3 the Client shall ensure that all relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

4.4.4 the Company shall implement and maintain appropriate technical and organisational measures aligned with ISO 27001:2022 requirements to protect data against unauthorised access, loss, destruction, or disclosure;

4.4.5 the Company shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time; and

4.4.6 the Company shall delete all Client data within ninety (90) days of account termination.

4.4.7 where such action is necessary in order to ensure compliance with relevant laws, the Company shall have the right to, without liability, delete and/or erase any personal data which it receives or has received from the Client in the course of providing the Services; and

4.4.8 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

5. THIRD PARTY WEBSITES

The Client understands that the Services may allow them to access content, communicate with, or buy products and services from third-party websites. The Client does this entirely at their own risk.

5.1.1 The Company is not responsible for the content on those websites, products or services or any interactions the Client has with them, or any purchases or contracts the Client enters into through them. Any agreement or transaction made via a third-party website is strictly between the Client and that third party, not the Company.

5.1.2 The Company strongly recommends that the Client reviews the third party's terms and conditions and privacy policy before using their website, products or services.

5.1.3 The Company does not endorse or approve any third-party websites or their content, even if they are accessible through the Services.

6. COMPANY'S OBLIGATIONS

6.1 The Company undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care save where otherwise expressly provided for by this Agreement.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformity which is caused by use of the Services contrary to the Company's instructions, use of the Services for a purpose other than awards management, or modification or alteration of the Services by any party other than the Company or the Company's duly authorised contractors or agents. If the Services do not conform to the foregoing undertaking, the Company will, at its expense, use its reasonable endeavours to correct any such non-conformity promptly, or provide the Client with a performance work-around. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Company:

6.2.1 does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and

6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 This Agreement shall not prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to those provided under this Agreement.

6.4 The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7. CLIENT'S OBLIGATIONS

7.1 The Client shall:

7.1.1 provide the Company with:

7.1.1.1 all necessary co-operation in relation to this Agreement; and

7.1.1.2 all necessary access to such information as may be required by the Company in order to provide the Services, including but not limited to Data, security access information and configuration services;

7.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement, such laws shall without limitation include all laws and regulations relating to data protection and user privacy;

7.1.3 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance relative to what had been agreed by the parties, the Company may adjust any agreed timetable or delivery schedule as reasonably necessary;

7.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

7.1.5 obtain and maintain all necessary licences, consents, and permissions necessary for the Company, its contractors and agents to perform their obligations under this Agreement, including without limitation the provision of the Services;

7.1.6 subject to (6) six months prior notice from the Company ensure that its network and systems comply with the relevant specifications provided by the Company from time to time;

7.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Company's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by problems with the internet.

7.2 In respect of any Data it receives, the Client undertakes only to use such Data for its own internal purposes and for the purpose of granting the Awards (or Awards) in respect of which that Data was provided. Any use other than in accordance with this clause is subject to prior written consent from the Company such consent not to be unreasonably withheld or delayed.

8. CHARGES AND PAYMENT

8.1 The Client shall pay the Subscription Fee to the Company in advance of being permitted access to the Service and in advance of the commencement of any Renewal Term.

8.2 If the Company has not received a payment within 30 days after the due date of any invoice, and without prejudice to any other rights and remedies of the Company:

8.2.1 the Company may, without liability to the Client and without prejudice to its rights to receive Subscription Fees during and for such period, disable the Client's password, account and access to all or part of the Services for Authorised Users and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

8.2.2 interest shall accrue on a daily basis on all overdue amounts and on outstanding interest from the date of such failure until payment (both before and after judgement) at an annual rate 4% above the base rate for the time being in force of Barclays Bank plc.

8.3 All amounts and fees stated or referred to in this Agreement:

8.3.1 shall be payable in pounds sterling, unless otherwise stated on our invoice;

8.3.2 are, subject to clause 13.4.2, non-cancellable and non-refundable;

8.3.3 are exclusive of any sales related taxes such as value added tax, which shall be added to the Company's invoice(s) at the appropriate rate.

8.4 The Company shall have the right to increase the Subscription Fee by providing no less than 5 days' notice to the Client, any such increase in the Subscription Fee shall take effect on the date on which the next payment of the Subscription Fee is due.

9. PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 The Client acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Services, Software and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software or the Documentation.

9.2 The Client agrees that the Company shall have a worldwide, non-exclusive licence to use all marks, branding and logos of the Client for the purpose of providing the Service, as the Client instructs it to use (or uploads to the Service for such use) from time to time during the course of this Agreement.

9.3 The Company confirms that it has all the rights in relation to the Services, Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9.4 Each party may be given access to Confidential Information relating to the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

9.4.1 is or becomes publicly known other than through any act or omission of the receiving party;

9.4.2 was in the other party's lawful possession before the disclosure;

9.4.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

9.4.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

9.4.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.5 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

9.6 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

9.7 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.8 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Company's Confidential Information.

9.10 This clause 9 shall survive termination of this Agreement, however arising.

10. MAINTENANCE

10.1 The Company reserves the right to undertake scheduled maintenance, as required. The Company will endeavour to select the most appropriate time with a view to minimising the impact of any scheduled downtime on users and, where possible, notify Clients in advance.

11. ENHANCEMENTS

11.1 If at any time, the Client wishes the Company to effect any Enhancements, the Client shall supply to the Company full written particulars of any desired Enhancement.

11.2 The Company will then consider the request and if approved, quote for such Enhancement.

11.3 If the Client accepts the quote, full particulars of the Enhancement including pricing and time of payment are to be recorded in a document entitled an "Enhancement Specification" to be signed by both parties and appended to this Agreement.

11.4 If the Enhancement is to be carried out, the Client undertakes to secure copyright and other appropriate licences or consents where necessary for the inclusion of all material, data and information provided to the Company to enable the Company to incorporate such material, data and information into the Enhancement.

11.5 The Client acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in any Enhancements in accordance with clause 9.

11.6 The timing of the payment of the Enhancement Fee and the Enhancement Fee Subscription Supplement will be as set out in the Enhancement Specification.

11.7 Where the date of Acceptance of an Enhancement does not fall on an anniversary of the Effective Date the Subscription Fee Increase resulting from the Enhancement Fee Subscription Supplement will be pro-rated until the next such anniversary and continue thereafter as part of the revised Subscription Fee.

12. INDEMNITY

12.1 The Client shall indemnify the Company against claims, actions, proceedings, losses, damages, expenses and costs arising out of or in connection with the Client's use of the Services and/or Documentation and to the extent that the same is due to the negligent acts or omissions of the Client or breach of statutory duty and further provided that:

12.1.1 the Client is given prompt notice of any such claim;

12.1.2 the Company provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

12.1.3 the Client is given sole authority to defend or settle the claim.

12.2 Subject to clauses 12.3 and 12.4, the Company shall defend the Client, its officers, directors and employees against any claim that the Services or Documentation (but, for the avoidance of doubt, not any marks, branding, or logos of the Client supplied for use in or on the Service in accordance with clause 9.2) infringes any patent effective as of the Effective Date or copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

12.2.1 the Company is given prompt notice of any such claim;

12.2.2 the Client provides reasonable co-operation to the Company in the defence and settlement of such claim, at the Company's expense; and

12.2.3 the Company is given sole authority to defend or settle the claim and the Client makes no admission or settlement in respect thereof.

12.3 In the defence or settlement of any claim, the Company may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other

additional costs to the Client. In such event, any unexpired portion of the Subscription Fee will be refunded on a pro-rated basis in full and final settlement of any claim that the Client might have in respect thereof.

12.4 In no event shall the Company, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

12.4.1 a modification of the Software, Services or Documentation by anyone other than the Company; or

12.4.2 the Client's use of the Software, Services or Documentation in a manner contrary to the instructions given to the Client by the Company; or

12.4.3 the Client's use of the Software, Services or Documentation after notice of the alleged or actual infringement from the Company or any appropriate authority.

12.5 Clauses 12.2-12.4, subject always to clauses 13.4-13.5, state the Client's sole and exclusive rights and remedies, and the Company's (including the Company's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12.6 Both parties shall have satisfactory insurance cover with a reputable insurer to cover their indemnities and potential Liability under this Agreement and shall provide evidence of such insurance coverage to the other party if required to do so.

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

13.1.1 arising under or in connection with this Agreement;

13.1.2 in respect of any use made by the Client of the Software, Services and Documentation or any part of them; and

13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

13.2.1 the Client assumes sole responsibility for results obtained from the use of the Software, Services and the Documentation by the Client, for conclusions drawn from such use, and for any action taken by any party as a result of such use or any other output generated by the System. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by the Client in connection with the Services, or any actions taken by the Company at the Client's direction;

13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

13.2.3 the Services, Software and the Documentation are provided to the Client on an "as is" basis.

13.3 Nothing in this Agreement excludes the liability of either party for:

13.3.1 death or personal injury caused by its negligence;

13.3.2 fraud or fraudulent misrepresentation;

13.3.3 any other liability which cannot be excluded by law.

13.4 Subject to clause 13.2 and clause 13.3:

13.4.1 neither party shall be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, failure to make anticipated savings, wasted management time or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

13.4.2 each party's total aggregate liability to the other party in contract (including in respect of the indemnity at clauses 12.1 and 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for during the 12 months immediately preceding the date on which the claim arose.

13.5 The Company shall not be liable for any interruptions to the Services arising directly or indirectly from:-

13.5.1 interruptions to the flow of data to or from the internet;

13.5.2 changes, updates or repairs to the Software subject to the Company striving to minimise the interruptions/outages that may be caused by such change;

13.5.3 the effects of the failure or interruption of services provided by third parties;

13.5.4 the factors set out in clause 15;

13.5.5 any actions or omissions of the Client (including, without limitation, breach of the Client's obligations set out in this Agreement) or any third parties;

13.5.6 problems with the Customer's equipment and/or third party equipment; or

13.5.7 interruptions to the Services requested by the Customer.

14. TERM AND TERMINATION

14.1 This Agreement shall, unless otherwise terminated in accordance with the terms of this Agreement, commence on the Effective Date and continue for the Initial Subscription Term and thereafter from year to year unless terminated prior to the relevant anniversary of the Effective Date by at least 60 days' written notice.

14.2 The Initial Subscription Term together with any subsequent Renewal Terms shall constitute the "Subscription Term".

14.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

14.3.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

14.3.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.3.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

14.3.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

14.3.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

14.3.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or

any part of the other party's assets and such attachment or process is not discharged within 14 days;

14.3.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or

14.3.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3.3 to clause 14.3.10 (inclusive).

14.4 The Company may terminate this Agreement immediately and without notice in the event that there is a change of control of the Client.

14.5 On termination of this Agreement for any reason:

14.5.1 all licences granted under this Agreement shall immediately terminate;

14.5.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

14.5.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. FORCE MAJEURE

The Company shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

16. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

17. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

20.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. ENTIRE AGREEMENT

21.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

22. ASSIGNMENT

The Client shall not without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

25.1 Subject to clause 25.3 any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in this Agreement.

25.1.1 the Company - accmgmt@awardstage.com

25.1.2 the Client - [Client Contact - Email Address]

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

25.3 The Company may serve any notice required to be given under this Agreement by e-mail or via the Service. Where the Company serves notice in such fashion, notice will be deemed to have been received four hours after the date on which the communication is sent by the Company.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2 In the event of a dispute arising in relation to the provision of the services in this Agreement, the parties shall initially attempt to resolve the dispute by good faith negotiations for at least fifteen (15) Working Days but thereafter shall (if both parties agree to do so within fifteen (15) Working Days of being requested to do so by the other party) be subject to Alternate Dispute Resolution through a registered ADR authority based in the United Kingdom.

26.3 Each party shall be liable for their own costs arising from ADR and in no way shall be liable for costs of the other party arising through the use of ADR.

26.4 If the parties do not agree to ADR in accordance with Clause 26.2, either party may then directly take the dispute to the applicable Courts.

27. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the Effective Date.

SCHEDULE 1

FEES

1. SUBSCRIPTION FEE (Implementation & support fee)

The Subscription Fee is as agreed with the Client. Payment of this fee is due from the Client to the Company annually in advance on the anniversary of the Effective Date for the remainder of the Subscription Term.

2. ENHANCEMENT FEE (Ad-hoc development requests for client specific enhancements)

The Enhancement Fee is the fee for the provision of an Enhancement set out in an Enhancement Specification. An enhancement is defined as any modification to the software that is requested following the Acceptance. The Fee is as agreed with the Client. Payment of this fee is due from the Client to the Company in advance of release.

3. EVENT TICKETING

As agreed with the Client.

4. HARDWARE RENTAL

As agreed with the Client.

5. ON-SITE EVENT SUPPORT

As agreed with the Client.



SCHEDULE 2

SUPPORT LEVELS

This Schedule details the support provided by the Company in the provision of the Services. For clarity, the targets are shared for informational purposes only and are not intended to be binding. While every effort will be made to meet these targets, the Company cannot accept liability for any omissions or if any targets are not met.

System availability and uptime

Uptime: For reference purposes only the target uptime (availability) for AwardStage is 99.9%

Downtime: Downtime is defined as any period in which the system is totally unavailable. This means that no user can access the relevant AwardStage instance at [https://\[awardsname\].awardstage.com](https://[awardsname].awardstage.com).

Scheduled maintenance

We reserve the right to undertake scheduled maintenance, as required. We will endeavour to select the most appropriate time with a view to minimising the impact of any scheduled downtime on users.

Scheduled maintenance work does not count toward our uptime metrics.

Support channels

Our principal support channel is the AwardStage Help Centre. You can reach it from every instance of AwardStage through the help (?) icon on your awards, and from your dashboard under 'Help Centre'. Award organisers can raise support requests through the Help Centre, where our support team logs, tracks and handles them. When you raise a request you will get a reference number, and you can follow its progress and reply to our team through the Help Centre or by email. Your 'Welcome aboard' email, sent before your awards go live, will include a link to the Help Centre. You, alongside your entrants and judges, have full access to our comprehensive online knowledgebase, which you can also find on your dashboard under the name of 'Help Guide/Help Centre'

Every request raised through the Help Centre will receive an immediate automated acknowledgement. We will deal with it within 24 hours of receipt, within the remote support hours set out below. Clients based in a country more than 3 hours ahead of or behind London time (GMT/BST) will automatically receive priority.

If you need to reach us by phone, call +44 (0)1483 239 711. We are always happy to help. If your pricing package includes an Account Manager, you can also get further support from them directly by email and phone.

Remote support hours are 09:00–17:30 (London GMT/BST), Monday to Friday, excluding UK Bank Holidays. We may provide additional support outside these hours at our discretion.

Unless otherwise agreed, the AwardStage Support Level Agreement does not include on-site support.

Self-help

The AwardStage Help Centre includes a full online knowledge base for all AwardStage users. You can open it from the main menu of your AwardStage dashboard under 'Help Centre'. It contains regularly updated help articles, including step-by-step guides with images and video.

SUPPORT QUERIES - PRIORITIES AND RESPONSES

All support queries are triaged and categorised according to their severity and impact as detailed below.

	Critical	High	Medium	Low
Examples	• Total system outage • Affects all users • Unable to access awards sites	• Users experiencing problems logging in, or issues preventing creating/editing submissions or judging/scoring • Issues affecting all or multiple awards websites	• Isolated issues affecting a singular awards site (users able to perform most operations) • Issues affecting specific user accounts • Issues relating to incorrect configuration or set up	• Cosmetic/aesthetic issues not affecting the core functionality of the system • Issues outside of the award entry or judging period • Isolated issues affecting only one user
Target Response Time	• Immediate automated email confirmation • Response by support team within 30 minutes • Ongoing updates twice a day	• Immediate automated email confirmation • Response by support team within 30 minutes • Ongoing updates twice a day	• Immediate automated email confirmation • Response by support team within 3 hours • Ongoing updates daily	• Immediate automated email confirmation • Response by support team within one working day • Update upon resolution
Target Resolution Time	Full fix or acceptable workaround within 4 hours	Same working day (if incident takes place in the AM; otherwise by 11:30 next working day)	Within 3 working days Or with the next weekly release. <i>Note that we can only authorise emergency releases for items relating to the resolution of Critical or High priority incidents</i>	Within two weeks Or with the next weekly release. <i>Note that we can only authorise emergency releases for items relating to the resolution of Critical or High priority incidents</i>

SCHEDULE 3

GDPR DATA PROTECTION SCHEDULE

1. Data Protection

1.1 For the purpose of this clause the following terms shall have the following meanings:

- (a) **Data Controller:** shall have the meaning of 'data controller' set out in section 1(1) of the Data Protection Act 2018 and the meaning set out in Article 4(7) of the UK GDPR (as defined below).
- (b) **Data Processor:** shall have the meaning of 'data processor' set out in section 1(1) of the Data Protection Act 2018 and the meaning of 'processor' set out in Article 4(8) of the UK GDPR.
- (c) **Data Protection Legislation:** means, for such time as they are in force in England and Wales, the DPA, the UK GDPR, the DUAA and all related legislation which may supplement, amend, implement or replace them and which relates to the protection of individual's rights in their personal data and the protection of their privacy.
- (d) **Data Subject:** an individual who is the subject of Personal Data.
- (e) **DPA:** means the Data Protection Act 2018.
- (f) **GDPR:** means Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended from time to time (the "UK GDPR"). For the avoidance of doubt, references to the "GDPR" throughout this Schedule shall be construed as references to the UK GDPR.
- (g) **DUAA:** means the Data (Use and Access) Act 2025.
- (h) **Personal Data:** has the meaning set out in section 1(1) of the Data Protection Act 2018 and, from the time of its implementation into law in England and Wales the meaning set out in Article 4(1) of the GDPR, and for the purposes of this Agreement means Personal Data provided by one party to this agreement to the other.
- (i) **Processing and process:** have the meaning set out in section 1(1) of the Data Protection Act 2018.

2. Processor's obligations

2.1 [Client Name] (the "**Client**") and Oval Systems Limited (the "**Company**") agree that for the Purposes of Data Protection Legislation that the Client shall be the Data Controller and the Company shall be the Data Processor in respect of any Personal Data which is transferred from the Client to the Company under the terms of this Agreement.

2.2 As a Data Processor the Company shall process the Personal Data only to the extent necessary to perform its obligations pursuant to this Agreement and/or in accordance with the Client's instructions from time to time, and shall not process the Personal Data for any purpose other than enabling it to fulfil its obligations pursuant to this Agreement or to perform any other activity which may be authorised by the Client from time to time.

2.3 Where a party is a Data Processor pursuant to this Agreement it shall take steps to ensure that its employees are informed of their obligations in relation to Personal Data and that they hold.

3. Data Protection Warranties

3.1 Each Party warrants to the other that it will process the other's Personal Data in compliance with all applicable Data Protection Legislation.

3.2 Where a party to this Agreement becomes a Data Processor pursuant to it, it warrants that:

- (a) having regard to the reasonably available state of the art of technological development, the nature of the processing in question, the cost of implementation, and the material risk to the rights of affected Data Subjects, the Data Processor shall take appropriate technical and organisational measures to secure relevant Personal Data against the unauthorised or unlawful processing and against the accidental loss or destruction;
- (b) it will not transfer any Personal Data outside of the United Kingdom or the European Economic Area, or to a country or territory which does not provide an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data (as determined under Chapter V of the UK GDPR or the DUAA), unless: (i) the prior written authorisation of the Data Controller has been obtained; (ii) an appropriate safeguard under Article 46 of the UK GDPR is in place; or (iii) a derogation under Article 49 of the UK GDPR applies;
- (c) it will assist the Data Controller, insofar as reasonably possible, in responding to any requests made by any relevant Data Subject which concern the exercise of that Data Subjects rights under the UK GDPR and the DUAA, subject to the Client reimbursing it for the cost of the same;
- (d) it shall report to the Data Controller any suspected data breach concerning the Personal Data which comes to its attention and shall provide reasonable assistance to the Data Controller in informing the relevant regulator and/or affected Data Subjects (including the Information Commissioner's Office, who must be notified within 72 hours of the Data Controller becoming aware of a notifiable breach under Article 33 of the UK GDPR), subject always to the Client reimbursing it for the cost of the same; and
- (e) it shall, on request, take reasonable steps to demonstrate to the Data Controller, to the extent that is reasonable given the nature of the processing in question, that it complies with Data Protection Legislation.

4. Indemnity

4.1 Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the first Party or its employees or agents to comply with any of its obligations pursuant to clauses 2 and 3. In order to avail itself of this indemnity the claiming party must: promptly notify the indemnifier of any relevant claim of which the indemnified party becomes aware; not make any admission of liability or offer to settle in respect of any relevant claim without the prior written permission of the indemnifier; grant the indemnifier full control of all relevant proceedings on request, and; provide the indemnifier with such assistance in dealing with such claims as it may reasonably request.

4.2 The Parties acknowledge that to the extent that either Party is a Data Processor pursuant to this Agreement it will be reliant on the other, the Data Controller, for direction as to the extent to which the Data Processor is entitled to use and process the relevant Personal Data. Consequently, the Data Processor will not be liable to the Data Controller for any claim brought by a Data Subject arising from any action or omission by the Data Processor, to the extent that such action or omission resulted directly from the Data Controller's instructions.

5. Appointment of sub-contractors

5.1 The Data Processor may not authorise any third party to process Personal Data provided by the Data Controller without first obliging them to treat that Personal Data to the same standard as it is obliged to do so. Any engagement of a sub-processor shall be governed by a written contract imposing on the sub-processor the same data protection obligations as those set out in this Schedule, as required by Article 28(4) of the UK GDPR. The Data Processor shall remain fully liable to the Data Controller for the performance of the sub-processor's obligations. Where the appointment of any such third party is made in specific furtherance of an objective specified by the Client, the Company shall endeavour to inform the Client of the identity of the third party sub-processor prior to any processing commencing.

6. Data Retention and Deletion

6.1 The Data Processor shall not retain Personal Data for longer than is necessary for the purposes for which it is processed, in accordance with the storage limitation principle under Article 5(1)(e) of the UK GDPR. Upon termination or expiry of this Agreement, or upon written request by the Data Controller, the Data Processor shall promptly return or securely delete all Personal Data (and any copies thereof) in its possession, unless applicable law requires continued retention, in which case the Data Processor shall notify the Data Controller accordingly.

7. Complaints and Regulatory Oversight

7.1 Each Party acknowledges that Data Subjects have the right to lodge a complaint with the Information Commissioner's Office (the "ICO"), being the supervisory authority in the United Kingdom for the purposes of the UK GDPR and the DUAA. Each Party shall cooperate with and assist the ICO in the performance of its tasks and shall not obstruct the exercise of the ICO's investigatory or enforcement powers. Where either Party receives a complaint from a Data Subject in connection with the processing of Personal Data under this Agreement, it shall notify the other Party promptly and shall cooperate in good faith to resolve such complaint in a timely manner.

SCHEDULE 3 – DATA PROCESSING

1. Definitions and interpretation

1.1 In this Schedule the following terms have the following meanings:

"Commissioner": the Information Commissioner or, from the date on which its functions transfer under the DUAA, the Information Commission, and any successor supervisory authority in the United Kingdom.

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" (and "Process"): have the meanings given in Article 4 of the UK GDPR and, where relevant, section 3 of the DPA.

"Client Personal Data": any Personal Data Processed by the Company (or any Sub-processor) on behalf of the Client under or in connection with this Agreement, as further described in Annex A.

"Data Protection Legislation": (a) the UK GDPR; (b) the DPA; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) the DUAA; and (e) to the extent applicable to the Processing, the EU GDPR; in each case as amended, extended or replaced from time to time, together with any guidance and codes of practice issued by the Commissioner.

"DPA": the Data Protection Act 2018.

"DUAA": the Data (Use and Access) Act 2025.

"EU GDPR": Regulation (EU) 2016/679.

"Restricted Transfer": a transfer of Client Personal Data to a country or territory outside the United Kingdom which is not the subject of regulations made under Article 45A of the UK GDPR (or, where the EU GDPR applies, outside the European Economic Area to a country not covered by an adequacy decision under Article 45 of the EU GDPR), including any onward transfer.

"Sub-processor": any third party (including any affiliate of the Company) appointed by or on behalf of the Company to Process Client Personal Data.

"Transfer Mechanism": the International Data Transfer Agreement or the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Commissioner under section 119A of the DPA, the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914), or any other safeguard permitted under Article 46 of the UK GDPR (or EU GDPR, as applicable).

"UK GDPR": has the meaning given in section 3(10) of the DPA (as supplemented by section 205(4)).

1.2 In the event of any conflict between this Schedule and any other part of this Agreement, this Schedule shall prevail in relation to the Processing of Client Personal Data.

1.3 References to the UK GDPR or any other legislation include that legislation as amended by the DUAA.

2. Roles and scope

2.1 The parties acknowledge that, in respect of Client Personal Data, the Client is the Controller and the Company is the Processor.

2.2 The subject matter, duration, nature and purpose of the Processing, the types of Personal Data and the categories of Data Subjects are set out in Annex A.

2.3 To the extent the Company Processes Personal Data for its own purposes (including account administration and authentication of Authorised Users, billing, support correspondence, service security and the Company's legal obligations), the Company does so as an independent Controller in accordance with its privacy notice at www.awardstage.com/awardstage-privacy-policy, and this Schedule shall not apply to that Processing.

2.4 The Company shall not sell Client Personal Data, nor use it to train or improve any artificial intelligence or machine-learning model, nor combine it with other data except as necessary to provide the Services.

3. Instructions

3.1 The Company shall Process Client Personal Data only on the documented instructions of the Client, including with regard to Restricted Transfers, unless required to do otherwise by UK law (or, where applicable, EU or EU member state law) to which the Company is subject. In that case the Company shall inform the Client of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

3.2 The Client's documented instructions at the Effective Date are this Agreement (including this Schedule) and the Client's configuration and use of the Services. Any additional or amended instructions shall be given in writing and shall be consistent with the Agreement. Where an additional instruction would require changes to the Services or materially increase the Company's costs, the parties shall agree any associated fee in accordance with clause 11 before the Company is required to comply.

3.3 The Company shall immediately inform the Client if, in its opinion, an instruction infringes the Data Protection Legislation. The Company may suspend Processing in accordance with that instruction until the Client confirms or amends it, and shall have no liability for any resulting delay or failure to perform the Services.

4. Client obligations

4.1 The Client shall ensure that: (a) it has a lawful basis under Article 6 (and, where relevant, a condition under Article 9 or 10) of the UK GDPR for the Processing and for disclosing Client Personal Data to the Company; (b) Data Subjects have received the information required by Articles 13 and 14 of the UK GDPR, including about the Company's role as Processor; and (c) its instructions comply with the Data Protection Legislation.

4.2 The Client shall not upload or instruct the Company to Process special category data, criminal offence data or Personal Data of children under 13 except as described in Annex A or agreed in writing.

5. Confidentiality of personnel

5.1 The Company shall ensure that all persons authorised to Process Client Personal Data (including employees, contractors and Sub-processor personnel) are subject to a written or statutory duty of confidentiality, have received appropriate data protection training, and have access only to the Client Personal Data necessary for their role.

6. Security

6.1 Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing, as well as the risk to the rights and freedoms of Data Subjects, the Company shall implement and maintain appropriate technical and organisational measures in accordance with Article 32 of the UK GDPR, including as a minimum the measures in Annex B, which are aligned with ISO/IEC 27001:2022.

6.2 The Company may update the measures in Annex B from time to time provided that the overall level of security is not materially reduced.

7. Sub-processors

7.1 The Client gives the Company general written authorisation to engage the Sub-processors listed in Annex C and further Sub-processors in accordance with this paragraph 7.

7.2 The Company shall give the Client at least 30 days' prior written notice (by email or via the Service) of any intended addition or replacement of a Sub-processor, including its identity, location and the Processing it will carry out. The Client may object on reasonable data protection grounds within that period. The parties shall discuss the objection in good faith; if it is not resolved within 30 days, the Client may terminate the affected Services on written notice and receive a pro-rata refund of prepaid Subscription Fees for the unexpired Subscription Term.

7.3 The Company shall engage each Sub-processor under a written contract imposing data protection obligations no less protective of Client Personal Data than those in this Schedule, in particular providing sufficient guarantees to implement appropriate technical and organisational measures, as required by Article 28(4) of the UK GDPR.

7.4 The Company shall remain fully liable to the Client for the performance of each Sub-processor's obligations, subject to clause 13 of this Agreement.

8. International transfers

8.1 The Company shall not make (or permit any Sub-processor to make) a Restricted Transfer except: (a) to a Sub-processor and destination listed in Annex C or notified under paragraph 7.2; and (b) where a Transfer Mechanism is in place and the Company has carried out any transfer risk assessment required by the Data Protection Legislation, including the data protection test in Article 46(1A) of the UK GDPR.

8.2 The Transfer Mechanisms in use are set out in Annex D. The Company shall provide copies (which may be redacted for commercial information) on request.

9. Data Subject rights

9.1 Taking into account the nature of the Processing, the Company shall assist the Client by appropriate technical and organisational measures, insofar as possible, to respond to requests from Data Subjects exercising their rights under Chapter III of the UK GDPR, including requests handled under the "reasonable and proportionate search" standard introduced by the DUAA.

9.2 If the Company receives such a request directly, it shall forward it to the Client within 3 Business Days and shall not respond except to acknowledge receipt or as instructed by the Client or required by law.

9.3 Where the Client can fulfil a request using the self-service functions of the Services, the Client shall do so.

10. Personal Data Breaches

10.1 The Company shall notify the Client without undue delay, and in any event within [36] hours, after becoming aware of a Personal Data Breach affecting Client Personal Data.

10.2 The notification shall, so far as then known, describe: the nature of the breach, including the categories and approximate numbers of Data Subjects and records concerned; the likely consequences; the measures taken or proposed to address it and mitigate its effects; and a contact point for further information. Information not available at first notice shall be provided in phases without undue delay.

10.3 The Company shall take reasonable steps to contain, investigate and remediate the breach, and shall provide reasonable assistance to enable the Client to meet its obligations under Articles 33 and 34 of the UK GDPR (including notifying the Commissioner within 72 hours of the Client becoming aware of the breach, where required).

10.4 The Company shall not notify the Commissioner or Data Subjects about a breach affecting Client Personal Data without the Client's prior written consent, unless required by law.

10.5 Notification of a breach is not an admission of fault or liability by the Company.

11. Impact assessments and prior consultation

11.1 The Company shall provide reasonable assistance to the Client with any data protection impact assessment and any prior consultation with the Commissioner that the Client reasonably considers is required under Articles 35 or 36 of the UK GDPR, in each case solely in relation to the Processing by the Company and taking into account the nature of the Processing and the information available to the Company.

12. Return and deletion

12.1 On termination or expiry of this Agreement, the Client may export Client Personal Data using the Services' export functions for 30 days after the termination date, or may by written notice within that period require the Company to return it in a commonly used, machine-readable format.

12.2 After that period, and in any event within 90 days of notice of termination, the Company shall delete all Client Personal Data (including copies held by Sub-processors), save that copies held in routine backups shall be deleted in accordance with the Company's backup cycle not exceeding 35 days thereafter, and shall remain subject to this Schedule until deleted.

12.3 Paragraphs 12.1 and 12.2 do not apply to the extent UK law requires the Company to retain Client Personal Data. In that case the Company shall inform the Client, keep the data confidential, and Process it only for the purpose of that legal requirement.

12.4 The Company shall confirm deletion in writing on request.

13. Information and audit

13.1 The Company shall make available to the Client all information reasonably necessary to demonstrate compliance with Article 28 of the UK GDPR and this Schedule, and shall allow for and contribute to audits, including inspections, conducted by the Client or an independent auditor mandated by the Client (not being a competitor of the Company).

13.2 The Company may satisfy a request under paragraph 13.1 in the first instance by providing its current ISO/IEC 27001 certificate or statement of applicability, recent independent security or penetration test summaries, and completed security questionnaires.

13.3 Where the Client reasonably considers that information insufficient, or an audit is required by the Commissioner or following a Personal Data Breach, the Client may conduct an on-site or remote audit on at least [30] days' written notice (or such shorter notice as a regulator or the breach reasonably requires), no more than once in any 12-month period (save for audits following a breach or regulatory request), during Normal Business Hours, subject to reasonable confidentiality obligations and without access to other clients' data.

13.4 Each party shall bear its own costs of an audit, save that the Client shall pay the Company's reasonable costs for audits beyond the frequency in paragraph 13.3 unless the audit reveals a material breach of this Schedule by the Company.

14. Complaints and regulators

14.1 Each party acknowledges that Data Subjects may complain to the Client under the complaints procedure the Client maintains under the Data Protection Legislation (as introduced by the DUAA), and may lodge a complaint with the Commissioner.

14.2 If the Company receives a complaint, or any correspondence, enquiry or notice from the Commissioner or another regulator, relating to Client Personal Data, it shall notify the Client within [3] Business Days (unless prohibited by law) and provide reasonable assistance so the Client can acknowledge and respond within the timescales required by the Data Protection Legislation.

14.3 Each party shall cooperate with the Commissioner in the performance of its tasks.

15. Liability

15.1 Each party shall indemnify the other against all fines, losses, damages, costs (including reasonable legal fees) and expenses suffered or incurred by the other arising from any third-party claim or regulatory action to the extent caused by the indemnifying party's breach of this Schedule or the Data Protection Legislation, subject to: prompt notice of the claim; the indemnifying party having conduct of the claim (save that a party need not cede conduct of regulatory proceedings against it); no admission or settlement without the indemnifying party's consent (not to be unreasonably withheld); and reasonable cooperation at the indemnifying party's cost.

15.2 The Company shall not be liable to the extent any claim or loss results from its compliance with the Client's documented instructions.

15.3 The parties' liability under this Schedule is subject to clause 13 of this Agreement.

15.4 Nothing in this Schedule limits a party's liability to Data Subjects under Article 82 of the UK GDPR.

16. Costs

16.1 The Company shall provide the assistance in paragraphs 9 to 11 and 14 at no additional charge, save that where assistance requested is manifestly excessive, outside the Services' standard functionality, or not caused by the Company's breach, the Company may charge for its reasonable time at its then-current rates, agreed in advance with the Client. No charge shall be made for assistance with a Personal Data Breach caused by the Company or its Sub-processors.

17. Changes in law

17.1 If the Data Protection Legislation changes, or the Commissioner issues guidance or a new Transfer Mechanism, in a way that requires amendment of this Schedule, the parties shall negotiate in good faith to make the minimum changes needed to comply. The Company may update Annexes B, C and D in accordance with paragraphs 6.2, 7.2 and 8 without a variation under clause 17 of this Agreement.

17.2 This Schedule survives termination for as long as the Company or any Sub-processor holds Client Personal Data.

Annex A – Description of the Processing

Item	Description
Subject matter	Provision of the AwardStage awards management Services to the Client
Duration	The Subscription Term plus the return/deletion period in paragraph 12
Nature of Processing	Collection, hosting, storage, organisation, retrieval, display, transmission to Judges, scoring, reporting, export, backup and deletion
Purpose	Enabling the Client to run its awards programmes: receiving and managing Entries, judging and scoring, communicating with Entrants and Judges, announcing results and, where purchased, event ticketing
Data Subjects	Entrants; individuals nominated or named in Entries (who may not be Entrants); Judges; the Client's Authorised Users; ticket purchasers and event attendees; [referees/sponsors]
Personal Data	Names, job titles, employer, business contact details, login credentials, Entry content (text, images, video, documents, CVs/biographies), Judges' scores and comments, conflict-of-interest declarations, communications, ticket orders and dietary/access requirements, IP addresses and usage logs
Special category / criminal data	Not expected. [Where the Client's awards collect diversity monitoring, health or access-needs data, list it here and the Client's Article 9 condition.]
Children's data	[Not expected / Entrants may be aged [●]–17 – Client to confirm and apply appropriate safeguards]
Retention during the Term	As configured by the Client; otherwise retained until deletion under paragraph 12

Annex B – Technical and organisational measures

- **Governance:** information security management system aligned with ISO/IEC 27001:2022; named security and data protection leads; annual policy review.
- **Access control:** role-based access; least privilege; multi-factor authentication for Company staff and available to Client administrators; prompt removal of leavers' access; access logging; annual access reviews.
- **Encryption:** TLS 1.2 or higher in transit; AES-256 (or equivalent) at rest, including backups.
- **Hosting:** AWS data centres in [UK/EEA region], provider's [ISO 27001](#) / [SOC 2](#) certifications.
- **Resilience:** daily encrypted backups retained for 7 days, weekly database snapshot retained for 30 days; log retention 90 days; tested restore procedure; documented business continuity and disaster recovery plan.
- **Application security:** secure development lifecycle; code review; dependency and vulnerability scanning; annual independent penetration test; risk-based vulnerability remediation; Customer breach-notification commitments.
- **Monitoring:** centralised logging, alerting and documented incident response procedure (tested annually).
- **Separation:** logical separation of each client's instance and data.
- **People:** background checks proportionate to role; confidentiality undertakings; annual data protection and security training.
- **Suppliers:** due diligence and Article 28 contracts with all Sub-processors.
- **Data minimisation and deletion:** configurable retention; secure deletion procedures.

Annex C – Authorised Sub-processors

Sub-processor	Service	Processing location	Transfer Mechanism
AWS	Infrastructure hosting and backups	UK, EEA	UK adequacy regulations; Annex D where applicable
MAILGUN	Transactional email to Entrants and Judges	US; global sub-processors	DPF / UK Extension; SCCs + UK Addendum
ATLASSIAN	Support ticketing, User guide	Global (incl. US)	Adequacy; DPF / UK Extension; SCCs + UK Addendum

STRIPE	Payment and Invoice processing	Global (incl. US)	DPF / UK Extension; SCCs + UK Addendum
23VIDEO / TWENTYTHREE	Video processing and streaming	EU; global (incl. US)	UK adequacy; EU SCCs for onward transfers
GOOGLE ANALYTICS	Website metrics and analytics	Global (incl. US)	Adequacy; DPF / UK Extension; applicable SCCs / UK provisions

DPF means the EU–US Data Privacy Framework; SCCs means the EU Standard Contractual Clauses. Mechanisms apply as relevant to the transfer and in accordance with the supplier’s applicable data processing terms and Annex D.

Annex D – Transfer Mechanisms

1. For Restricted Transfers from the UK: the UK International Data Transfer Agreement, or the International Data Transfer Addendum to the EU Standard Contractual Clauses, entered into between the Company and the relevant Sub-processor, or reliance on UK regulations under Article 45A of the UK GDPR (including the UK Extension to the EU–US Data Privacy Framework where the Sub-processor is certified).
2. For Restricted Transfers subject to the EU GDPR: the EU Standard Contractual Clauses (Module 3, processor to processor), or reliance on an adequacy decision under Article 45 of the EU GDPR.
3. Where the Client is established in the EEA and the Company receives Client Personal Data in the UK, the parties rely on the European Commission's adequacy decision for the United Kingdom [confirm current status before issue].